

WFS-6101
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**LETTER NOTICE OF TERMINATION TO
Letter Contract No. HF-32-27**

The Perkins-Kilmer Corporation
Norwalk, Connecticut

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Attention: [REDACTED]

Gentlemen:

1. **EFFECTIVE DATE OF TERMINATION.** You are notified that your Contract No. HF-32-27 (hereinafter referred to as "the contract") is hereby terminated for the convenience of the Government, in accordance with the clause hereof entitled "Termination for the Convenience of the Government". Such termination will be effective on 16 December 1958.

2. **CESSATION OF WORK AND NOTIFICATION TO YOUR IMMEDIATE SUBCONTRACTORS.** (a) You shall stop all work, make no further shipments, and place no further orders in connection with the contract, except (1) to the extent that you may wish to retain and continue any work in process or other materials for your own account, or (2) to the extent the Contracting Officer authorizes you to continue work-in-process for reasons of safety, or to clear (or avoid damage to) equipment or to avoid immediate complete spoilage of work-in-process having a definite commercial value, or otherwise to prevent undue loss to the Government. (If you believe the authorization referred to in subparagraph (2) above is necessary or advisable, you shall immediately notify the Contracting Officer by telephone or personal conference and obtain instructions.) You shall keep adequate records of your compliance with this paragraph 2(a) showing (i) the effective date of such termination, and (ii) the extent of completion of performance on such effective date.

(b) You shall give notice of termination to each of your immediate subcontractors (including suppliers) who will be affected by the termination of your Contract. In such notice you shall (1) give him the number of your Contract or Purchase Order, (2) state that it has been terminated (or terminated in part, if that is the case) for the convenience of the Government, (3) instruct him to stop all work, to make no further shipments, to place no more orders, and to terminate all subcontracts under

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this contract with you (subject to the same exceptions stated in paragraph 2(a)), (4) direct him to submit his settlement proposal promptly in order to expedite settlement, and (5) request him to give similar notice and instructions to his immediate subcontractors.

(c) You shall notify the Contracting Officer of the number of articles completed under the Contract and still on hand, and arrange with him for their delivery or other disposal.

(d) You shall forthwith transfer title to and deliver to the Government, in accordance with any instructions of the Contracting Officer, all items of termination inventory (including subcontractor termination inventory which under the terms of the subcontract or purchase order concerned you have the right to take over) of the following types or classes:

NONE

(e) You shall notify the Contracting Officer of any pending legal proceedings which relate to any subcontracts or purchase orders under the terminated contract or which have resulted in or which are intended to result in a lien or encumbrance on any termination inventory other than termination inventory you propose and are authorized to purchase, retain, or dispose of. (The Contracting Officer shall also be promptly notified of any such proceedings brought after receipt of this Notice.)

(f) You shall take such other action as may be required by the Contracting Officer or under the termination clause contained in your contract.

3. **TERMINATION INVENTORY.** In connection with settlement of your claim, it will be necessary to establish that all your termination inventory and that of your subcontracts has been properly accounted for. For detailed information, see Part 6 of Section VIII of ASPR.

4. **COMPLETED ARTICLES.** Subject to paragraph 8-502 of ASPR, you will invoice acceptable completed articles under the contract in the usual way and not include them in your settlement proposal.

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5. **SUBMISSION OF SETTLEMENT PROPOSAL.** Your settlement proposal shall be submitted on Form DD-540 entitled "Settlement Proposal (Inventory Basis)" or by letter consisting of generally the same information as required by said form.

6. **PATENTS.** Your attention is called to any provisions of the contract which may require you to make a disclosure of, and to deliver to the Government instruments of license or assignment respecting all inventions, discoveries, and patent applications made by you in the performance of the contract. You are urged to forward such disclosures and instruments of license or assignment to the Contracting Officer promptly, inasmuch as these contractual obligations must be complied with before execution of the final settlement agreement.

7. **SETTLEMENTS WITH SUBCONTRACTORS.** You remain liable to your subcontractors and suppliers for claims arising by reason of the termination of their subcontracts or orders. You are requested to settle such termination claims as promptly as possible. For purposes of reimbursement by the Government, such settlements will be governed by the provisions of Parts 4 and 5 of Section VIII of ASPR.

8. Please execute the original and two copies of this Letter Notice of Termination and return the original and one copy to the undersigned. One copy may be retained in your files under such security conditions as the Government may impose. Copies of this Letter Notice of Termination will not be made without the Government's permission.

Very truly yours,
THE UNITED STATES OF AMERICA

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Contracting Officer

ACKNOWLEDGED AND ACCEPTED
THIS 24 DAY OF December, 1958.
THE PRISON-ELDER CORPORATION

Title: Treasurer-Comptroller

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